

State: District of Columbia **First Filing Company:** The Charter Oak Fire Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: CyberFirst
Project Name/Number: Form Submission/2015-08-0028

Filing at a Glance

Companies: The Charter Oak Fire Insurance Company
The Phoenix Insurance Company
The Travelers Indemnity Company
The Travelers Indemnity Company of America
The Travelers Indemnity Company Of Connecticut
Travelers Property Casualty Company of America

Product Name: CyberFirst

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 09/03/2015

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State Status:

Co Tr Num: 2015-08-0028

Effective Date 01/01/2016

Requested (New):

Effective Date 01/01/2016

Requested (Renewal):

Author(s): Jennifer Potvin, Jill Wood

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

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General Information

Project Name: Form Submission	Status of Filing in Domicile: Authorized
Project Number: 2015-08-0028	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/03/2015	
State Status Changed:	Deemer Date:
Created By: Jill Wood	Submitted By: Jill Wood
Corresponding Filing Tracking Number:	

Filing Description:

In accordance with the insurance laws and regulations in your state, we respectfully submit the attached filing for your review and consideration.

With this filing, we are submitting one new and one revised endorsement for use with our CyberFirst program. For more detail regarding these forms, please refer to the enclosed Form Transmittal Supplements.

There is no rate impact associated with this filing.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Jill Wood , Sr. Regulatory Analyst	JWOOD7@travelers.com
One Tower Square - CR07A	860-277-1450 [Phone]
Hartford, CT 06183	860-277-8605 [FAX]

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Filing Company Information

The Charter Oak Fire Insurance Company	CoCode: 25615	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 06-0291290	

The Phoenix Insurance Company	CoCode: 25623	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 06-0303275	

The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 06-0566050	

The Travelers Indemnity Company of America	CoCode: 25666	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 01683	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 58-6020487	

The Travelers Indemnity Company Of Connecticut	CoCode: 25682	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 06-0336212	

Travelers Property Casualty Company of America	CoCode: 25674	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-5660 ext. [Phone]	FEIN Number: 36-2719165	

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	First Filing Company:	The Charter Oak Fire Insurance Company, ...
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Product Name:	CyberFirst		
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Amendment Of Coverage - Designated Contracts - Network And Information Security Or Communications And Media Liability	PR T4 80 01 16		END	Replaced	Previous Filing Number:	2013-04-0113		PRT48000116.pdf
							Replaced Form Number:	PR T4 80 03 13		
2		CyberFirst XTEND Endorsement	PR T5 25 01 16		END	New				PRT5250116.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

POLICY NUMBER: _____

ISSUE DATE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - DESIGNATED CONTRACTS - NETWORK AND INFORMATION SECURITY OR COMMUNICATIONS AND MEDIA LIABILITY

This endorsement modifies insurance provided under the following:

CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM

SCHEDULE OF DESIGNATED CONTRACTS

PROVISIONS

1. The following is added to Paragraph **1.b.** of **SECTION 1 - NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE** of the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**, if that coverage form is part of your policy:
2. The following is added to Paragraph **1.b.** of **SECTION 1 - COMMUNICATIONS AND MEDIA LIABILITY COVERAGE** of the **CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM**, if that coverage form is part of your policy:

The loss is caused by a "network and information security wrongful act" committed under any contract shown in the Schedule Of Designated Contracts and in the "coverage territory";

The loss is caused by a "communications and media wrongful act" committed under any contract shown in the Schedule Of Designated Contracts and in the "coverage territory";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERFIRST XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM
CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM

PROVISIONS

1. The following is added to Exclusion **a.**, **Bodily Injury**, in Paragraph **2.** of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE** in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

This exclusion will not apply to mental anguish, injury or illness or emotional distress that arises out of a “network and information security wrongful act”.

2. The following replaces paragraph **c.** of the definition of “network and information security wrongful act” in the **DEFINITIONS** Section in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

- c.** Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others, including such data which is stored, maintained or processed on an insured’s behalf pursuant to a written contract or agreement.

3. The following is added to the definition of “network and information security wrongful act” in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

- e.** Failure to comply with any “identity information provision” in your “privacy policy”.

4. The following is added to the **DEFINITIONS** Section in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

“Identity information provision” means any provision in your “privacy policy” that:

- a.** Prevents or prohibits wrongful or improper collection of “identity information”;
- b.** Requires notice to a person of the collection or use of “identity information”;

- c.** Provides a person the ability to agree to or withhold permission for the collection or use of “identity information”;
- d.** Prohibits or restricts the disclosing, sharing or selling of “identity information”;
- e.** Requires the correction of incomplete or inaccurate “identity information” after such request is made to you; or
- f.** Mandates procedures and requirements to prevent the loss of “identity information”.

“Privacy policy” means any publicly available written document that sets forth your policies, standards, or procedures for the collection, use and disclosure of “identity information”.

5. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE** in the **CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM**:

Expected Or Intended Failure To Comply With Your Privacy Policy

Loss arising out of any failure to comply with any “identity information provision” in your “privacy policy” that was expected or intended by the insured.

6. The following replaces paragraph **1.a.** of **SECTION I – CYBER FIRST-PARTY COVERAGES** in the **CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM**, if that coverage applies to your policy:

a. Security Breach Notification And Remediation Expenses Coverage

- (1)** If Security Breach Notification And Remediation Expenses Coverage is shown in the CyberFirst Declarations, we will reimburse you for loss to which this insurance applies that is “your security breach notification and remediation expenses”. The amount we will pay for “your security

breach notification and remediation expenses” is limited as described in Section III – Limits Of Insurance in your CyberFirst General Provisions Form.

- (2) This insurance applies to “your security breach notification and remediation expenses” only if such expenses are directly attributable to a “security breach” that:
 - (a) Is caused by a “network and information security wrongful act” committed on or after the Network and Information Security Retroactive Date shown in the CyberFirst Declarations and before the end of the policy period;
 - (b) You first have knowledge of during the policy period; and
 - (c) Is first reported to us during the policy period or within 90 days after the end of the policy period.
- (3) You will be deemed to first have knowledge of a “security breach” on the earlier of the following dates:
 - (a) The date that any “described authorized person” first learns a “security breach” has occurred.
 - (b) The date that any authorized government agency informs a “described authorized person” that it has concluded that a “security breach” has occurred.

- (4) A “security breach” will be deemed to have been first reported to us on the date that we first receive a written notice of such “security breach” from any insured or any authorized government entity.

7. The following replaces paragraph a.(3) and a. (4) of the definition of “your security breach notification and remediation expenses” in the **CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM**, if that coverage applies to your policy:
 - (3) Costs of mailings or other communications to notify the persons whose “identity information” was accessed or acquired without their authorization.
 - (4) Costs of providing 365 days, or longer as required by a “security breach notification law”, of credit or identity monitoring services to persons whose “identity information” was accessed or acquired without their authorization, starting with the date you first notify such persons of the “security breach”.
8. The following is added to paragraph 1., **Liability Coverages**, and paragraph 2.i. of **SECTION IV – DEDUCTIBLES** in the **CYBERFIRST GENERAL PROVISIONS FORM**:

If a “first party incident” is “related” to a “claim” or “suit” for covered loss to which insurance provided under one or more of “your CyberFirst coverage forms” applies we will apply each deductible separately. However the sum of all deductible amounts applied to such “first-party incident” and loss will not exceed the largest applicable deductible.

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Product Name:	CyberFirst		
Project Name/Number:	Form Submission/2015-08-0028		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Form Transmittal Supplements
Comments:	
Attachment(s):	PRT4800116 Transmittal CW.pdf PRT5250116 Transmittal.pdf
Item Status:	
Status Date:	

FORM TRANSMITTAL SUPPLEMENT
2015-08-0028 CW

Form Title	New Form	Replaced Form	Type of Form/ Line of Business / Mandatory (M) or Optional (O)	Broaden (B) Restrict (R) Clarify (C)	Description Of Form
AMENDMENT OF COVERAGE - DESIGNATED CONTRACTS - NETWORK AND INFORMATION SECURITY OR COMMUNICATIONS AND MEDIA LIABILITY	PR T4 80 01 16	PR T4 80 03 13	END/PROF/O	R	<p>This endorsement restricts the coverage provided under:</p> <ul style="list-style-type: none"> • NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE of the CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM, if that coverage form is part of your policy; or • COMMUNICATIONS AND MEDIA LIABILITY COVERAGE of the CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM, if that coverage form is part of your policy; <p>to the contracts listed in the endorsement's Schedule Of Designated Contracts.</p> <p>Changes made to remove potential drafting conflict with other endorsements that address the same provisions; but no change in coverage from PRT4800313.</p>

*Type of Form Legend:

ADV = Advertising

ABE = Application/Binder/ Enrollment

BND = Bond

CNR = Canc/NonRen Notice

CER = Certificate

DEC = Declarations/Schedule

DSC = Disclosure/Notice

ERS = Election/Rejection/Supplemental Applications

END = Endorsement/Amendment/Conditions

OTH = Other

PCF = Policy/Coverage Form

FORM TRANSMITTAL SUPPLEMENT
2015-08-0028 CW

Form Title	New Form	Replaced Form	Type of Form/ Line of Business / Mandatory (M) or Optional (O)	Broaden (B) Restrict (R) Clarify (C)	Description Of Form
CYBERFIRST XTEND ENDORSEMENT	PR T5 25 01 16	NEW	END/PROF/M	B	<p>This endorsement to the CyberFirst General Provisions, CyberFirst Network And Information Security Liability Coverage Form, and the CyberFirst Expense Reimbursement Coverage Form, if that coverage applies to the policy, broadens coverage.</p> <p>Provision 1 adds an exception to Exclusion a., Bodily Injury, in Paragraph 2. of SECTION I – NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE.</p> <p>Provision 2 replaces paragraph c. of the definition of “network and information security wrongful act” to specifically state that it includes such data which is stored, maintained or processed on an insured’s behalf pursuant to a written contract or agreement.</p> <p>Provision 3 broadens the definition of “network and information security wrongful act”.</p> <p>Provision 4 adds a definition of “identity information provision” and “privacy policy”.</p> <p>Provision 5 adds an Expected Or Intended Failure To Comply With Your Privacy Policy exclusion which reduces the potential breadth of coverage broadening from provision 3.</p> <p>Provision 6 broadens the Security Breach Notification And Remediation Expenses Coverage, one of the CYBER FIRST-PARTY COVERAGES in the CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM, if that coverage applies to the policy.</p> <p>Provision 7 broadens the definition of “your security breach notification and remediation expenses” in the CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM, if that coverage applies to the policy.</p> <p>Provision 8 caps the deductible at the largest applicable deductible.</p>

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